

TOWN OF NEWTOWN, CONNECTICUT

REQUEST FOR PROPOSAL

Proposals will be received at the office of the Financial Director, 3 Primrose Street, Newtown, Connecticut 06470, until but no later than: **2:00 p.m., Wednesday, February 29, 2012**

Covering: **2012 REVALUATION SERVICES**

The Purchasing Authority of the Town of Newtown reserves the right to accept or reject any or all options or proposals; to waive any technicality in any proposal or part thereof, and to accept any proposal deemed to be in the best interest of the Town of Newtown. The Town of Newtown is an Affirmative Action Employer - MBE/WBE are encouraged to bid.



E. Patricia Llodra
First Selectman



Robert G. Tait
Finance Director

PURCHASING AUTHORITY

NEWTOWN MUNICIPAL CENTER
3 PRIMROSE STREET
NEWTOWN, CONNECTICUT 06470
TEL. (203) 270-4221 / FAX (203) 270-4205

www.newtown-ct.gov



E. PATRICIA LLODRA
FIRST SELECTMAN
ROBERT G. TAIT
FINANCE DIRECTOR

TOWN OF NEWTOWN PURCHASING AUTHORITY

INSTRUCTIONS TO PROPOSERS

1. Submit proposals in a sealed envelope plainly marked to identify the particular proposal.
2. The Purchasing Authority of the Town of Newtown reserves the right to accept or reject any or all options, bids, or proposals; to waive any technicality in any bid, or part thereof, and to accept any bid deemed to be in the best interest of the Town of Newtown, Connecticut.
3. Proposers may be present at the opening of the proposals.
4. Proposals may be held by the Town of Newtown for a period not to exceed sixty (60) days from the opening of the proposals for the purpose of reviewing the proposals and investigating the qualifications of the proposers prior to award.
5. It is the sole responsibility of the proposer to see that the proposal is in the hands of the proper authority prior to the proposal opening time.
6. The successful proposer may be required to post a Certificate of Insurance, with the Town of Newtown named as additional insured, in an amount to be determined by the Town of Newtown.

**REQUEST FOR PROPOSALS
FOR REVALUATION PROGRAM
FOR
THE TOWN OF NEWTOWN, CONNECTICUT**

The Town of Newtown, Connecticut is undertaking a program to revalue all Real Property effective October 1, 2012. Contractors interested in providing the Revaluation Services set forth in the attached Specifications are invited to deliver 3 (Three) copies of the proposals to the Town of Newtown, Finance Office, 3 Primrose Street., Newtown, CT 06470, until but no later than **2:00 pm, Wednesday, February 29, 2012**, at which time such proposals will be opened and read.

All proposals shall be sealed, addressed to the Purchasing Agent and marked:

"Newtown, Connecticut Proposals for 2012 Revaluation Services"

All information pertaining to the Contractor's technical and management approach to completing this project, as well as the proposed cost, timetable and staffing plan, shall be presented in the proposal. The proposal must address, at a minimum, each of the issues set forth in the Request for Proposals as well as any addendums in order to be considered responsive. Any proposal that does not respond to each issue in the Request for Proposals may be rejected by the Town as non-responsive.

The Town of Newtown reserves the right to amend this proposal for the Revaluation Program for equitable real property assessments at any time prior to the deadline for submission of proposals and to reject any or all proposals received if they determine it to be in the best interests of the Town. All information pertaining to the Contractor's technical and management approach to completing this Project, as well as the proposed cost, timetable and staffing plan shall be presented in the proposal. The proposal must address, at a minimum, each of the issues set forth in the Request for Proposals as well as any addendums in order to be considered responsive. Any proposal which does not respond to each issue in the Request for Proposals shall be rejected by the Assessor as non-responsive.

The Town is licensed to utilize the *Appraisal Vision*® CAMA Software of Vision Appraisal Technology of Northboro, Massachusetts. The Town of Newtown does not want to convert to another CAMA software...

The Town is presently licensed to utilize VISION APPRAISAL® CAMA Software. Contractors must use this software to perform this revaluation project. Contractor must supply and explain their use of the VISION APPRAISAL software and include within their proposal the cost to have a professional relationship with VISION APPRAISAL throughout this project.

The licensing fee for the Oracle database to be use away from Town Hall is approximately \$15,000 to \$25,000. Contractors shall include this fee in site proposal.

The successful proposer must utilize the Town's GIS data in all aspects of the revaluation. This includes plotting assessed to sales ratios on the maps both before and after the revaluation, making mass database changes to individual data items as deemed necessary by the sales analysis, delineating neighborhoods using the mapping data and using the GIS information to route the field review effort. The GIS data must be utilized for in depth quality control of the final data and should be used to depict an old to new value change representation once final values have been established. It should also be used as a public relations tool to produce maps that help the taxpayers better understand the revaluation process.

The Town intends to use the Internet for purposes of sharing data with the public. The Town Intends to host its information with New England Geosystems and contractor should have a professional relationship with New England Geosystems.

In addition to addressing each of the items in the specifications, the Contractor must submit, as part of its proposal, the following information:

1. A Letter of Transmittal signed by the individual authorized to negotiate for and contractually bind the Contractor stating that the offer is effective for at least 120 Calendar Days from the deadline for the submission of proposals.
2. A list of Connecticut Municipalities for which the Contractor has completed Revaluation Programs for last five years, and contacts.
3. A list of Connecticut Revaluation Contracts for which the Contractor is currently committed with time table for completion.
4. Description and examples of the Contractor's revaluation public relations program.
5. Copy of Contractor's current Connecticut Revaluation Certificate issued pursuant to Connecticut General Statutes 12-2c.
6. Bid Bond or certified check for ten (10) percent of the proposal submitted.

PROPOSAL FORM FOR 2012 REVALUATION

THE COMPLETE REVALUATION OF ALL REAL PROPERTY (TAXABLE AND EXEMPT),
LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF NEWTOWN, CONNECTICUT,
EFFECTIVE OCTOBER 1, 2012.

The undersigned Proposer affirms and declares:

1. That this PROPOSAL is executed by said Proposer with full knowledge and acceptance of the CONTRACT (including the Reappraisal and Revaluation Specifications) enclosed with the REQUEST FOR PROPOSALS on the subject project.

2. That should this PROPOSAL be accepted in writing by the Selectman or Board of Selectman of the Town of NEWTOWN, Connecticut, said Proposer will furnish the services for which this PROPOSAL is submitted at the price bid and in compliance with the provisions of said CONTRACT.

3. That this PROPOSAL is accompanied by surety in the form and amount indicated below:

_____ Bid Proposal Bond	Amount \$ _____
_____ Certified Check	Amount \$ _____

4. That the Proposer or his or her representative has visited the Town of Newtown; is familiar with its geography, general character of houses and its commercial and industrial areas; has examined the quality and condition of the ASSESSOR'S records; verified the parcel counts, and has met with the ASSESSOR to make himself or herself knowledgeable of those matters and conditions in the TOWN which would influence this bid proposal.

5. That all items, documents and information required to accompany this PROPOSAL of the aforesaid CONTRACT are enclosed herewith.

6. That the Proposer proposes to furnish the services and materials required to complete the subject project in accordance with the aforesaid CONTRACT for the following amount:

Proposal Requirement \$ _____

7. Proposed scheduled prices for aforementioned proposals are valid for 120 days.

8. That the Proposer understands and accepts that, although the proposed price is a major factor for consideration, the TOWN reserves the right to award the contract to other than the low cost Proposer after an analysis of the additional factors outlined in the aforesaid CONTRACT.

FIRM NAME OF
PROPOSER: _____

BY:
SIGNATURE: _____

TYPE NAME: _____

TITLE: _____

CONTRACT SPECIFICATIONS FOR REVALUATION SERVICES

1 DEFINITIONS

1.1 ASSESSOR: The word "Assessor" shall mean the duly appointed Assessor of Newtown, Connecticut.

1.2 PROJECT: The word "PROJECT" shall mean the revaluation/reappraisal of all real property within the corporate limits of Newtown, Connecticut for assessment purposes.

1.3 CONTRACTOR: The word "CONTRACTOR" shall mean the certified revaluation/reappraisal company who shall perform this project.

1.4 TOWN: The word "TOWN" shall hereinafter mean The Town of Newtown, Connecticut.

2 SCOPE OF REVALUATION AND REAPPRAISAL

This Project includes the **revaluation/reappraisal** of all real property within the corporate limits of Newtown, Connecticut effective as of October 1, 2012.

CONTRACTOR shall furnish all the databases, labor, materials, supplies and equipment and perform all work for the project in strict accordance with the hereinafter-listed specifications.

All work will be carried out and all forms, materials, and supplies utilized in this project shall conform to and be carried out in accordance with the requirements of the Secretary, Office of Policy and Management, the Connecticut General Statutes, and Regulations of Connecticut State Agencies pertaining hereto, and shall be subject to the direct supervision and approval of the ASSESSOR of the TOWN OF NEWTOWN.

The values to be determined shall be the present true and actual value of each parcel of real property as that term is used in Title 12 of the Connecticut General Statutes and shall be based upon recognized methods of appraisal and conform to Uniform Standards of Professional Appraisal Practices, as required by Connecticut General Statutes for the licensing and certification of all individuals involved in the appraisal of real estate.

The Project will cover and include all real property in Newtown including the following categories:

1. All taxable real estate, land, buildings, and improvements.
2. All tax-exempt real estate, land, buildings, and improvements.
3. All public utility and buildings.

2.1 EFFECTIVE DATE: The effective date of this project shall be for the October 1, 2012 Grand List and the pricing and valuation by CONTRACTOR of all land, buildings and property under this CONTRACT shall reflect the present true and actual value as of October 1, 2012.

2.2 PARCEL COUNT:

CONTRACTOR's price for the revaluation is based upon the following anticipated parcel counts (estimated by TOWN as of October 1, 2010.)

Residential homes 9,462

Vacant Land 967
Commercial Buildings 212
Industrial Buildings 43
Exempt 1097
Use 190
Total 11,971

2.3 TOWN DATA

Current Basis of Assessment
Taxable Grand List as of October 1, 2010 \$3,924,524,807
Date of Last Revaluation 2007
Estimated 2010 Population 26,331
Area of the Town 60.3 sq miles

3 GENERAL CONDITIONS

3.1 STATE CERTIFICATION

The CONTRACTOR must hold, from the time of submission of the proposal through the completion of all work hereinafter required, a valid Connecticut Revaluation Company Certification pursuant to Section 12-2c of the Connecticut General Statutes.

3.2 PERSONNEL

CONTRACTOR shall provide experienced and qualified personnel in compliance with the requirements for the Equal Employment Opportunity provisions of Federal and State Governments. CONTRACTOR shall submit to the TOWN, written qualifications of all personnel assigned to this project.

All personnel assigned to this project shall be subject to the approval of the ASSESSOR, prior to the commencement of the individual's duties in the TOWN and shall be caused to be removed from the project by CONTRACTOR upon written notification of the ASSESSOR.

3.2.1 Minimal Qualifications

3.2.1.a Project Manager or Supervisor:

The administration of this project shall be assigned by CONTRACTOR to a project manager or supervisor, who shall be certified by the State of Connecticut as a Revaluation Supervisor pursuant to Section 12-2c of the Connecticut General Statutes, and such other statutes and regulations that the State of Connecticut may promulgate from time to time, and shall have not less than three (3) years of practical appraisal management experience in the appraisal of commercial, industrial, apartment, and residential type properties. The project manager or supervisor shall be subject to approval by the ASSESSOR.

3.2.1.b Reviewers and Appraisers:

Reviewers and appraisers shall be certified under the Connecticut Revaluation Certification Program pursuant to Section 12-2c of the Connecticut General Statutes, and such other statutes and regulations that the State of Connecticut may promulgate from time to time, and shall not have less than three (3) years of practical appraisal experience in the appraisal of the particular

type of properties for which they are responsible. Two (2) years of this experience shall have been in the mass appraisal field and shall have occurred within the past five (5) years. All reviewers and appraisers shall be subject to the approval of the ASSESSOR prior to the commencement of their duties on this project.

3.2.1.c Background Check:

All personnel will be subject to background checks by the Newtown Police Department.

3.2.2 Identification

All field personnel shall have visible clip-on identification cards, which shall include an up-to date photograph, supplied by CONTRACTOR and signed by the TOWN'S Assessor. In addition, all field personnel shall carry a "Letter of Introduction" signed by the ASSESSOR. All automobiles used by field personnel shall be registered with the TOWN's Police Department giving license number, make, model, year and color of all vehicles used on this Project.

3.2.3 Office Hours and Staffing:

CONTRACTOR shall maintain an office in the Newtown Town Hall, as needed, from the commencement of work on this project through the conclusion of the public hearings. This office shall be staffed at Contractor's expense with clerical staff as needed, as well as other qualified full-time persons so as to ensure the successful completion of this project in accordance with the completion dates set forth in the Contract Specifications and any Addenda thereto.

3.2.4 Conflict of Interest

No resident of the TOWN or TOWN employee shall be employed by CONTRACTOR, except in a clerical capacity Town, without the prior approval of the ASSESSOR and the FIRST SELECTMAN.

3.3 PROTECTION OF THE TOWN

3.3.1 Bonding

CONTRACTOR shall, to secure the faithful performance by CONTRACTOR of the terms of this CONTRACT, furnish to the TOWN a Performance Surety Bond in the amount of this contract; which bond shall be issued by a bonding company licensed to do such business in the State of Connecticut, with a minimum. Best Company rating of "A/VII." said bond shall be delivered to the TOWN prior to the commencement of actual work and shall be in a form satisfactory to and approved by the TOWN'S attorney. It is understood and agreed that upon completion and delivery to the Town of the revaluation and its approval by the ASSESSOR and after completion of the duties of the Board of Assessment Appeals, the performance bond shall be reduced to 10% of the value of the contract for the purpose of covering the defense of all appeals taken by taxpayers. The reduced amount of the bond shall remain effective until a final resolution in the courts of any timely appeals taken from the doings of the Board of Assessment Appeals on the list of October 1, 2012.

3.3.2 Insurance

CONTRACTOR shall, at its own expense, provide and keep in force:

3.3.2.a

Workers' Compensation insurance in the required amount, and Employers' Liability insurance in the following amounts:

Bodily injury by accident- \$100,000 each accident.
Bodily injury by disease- \$500,000 each accident and,
Bodily injury by disease- \$100,000 each employee.

The policy must provide coverage for benefits payable under the Connecticut Workers Compensation Act, and include the Voluntary Compensation endorsement.

3.3.2.b

Appraiser's Professional Liability insurance providing errors and omissions coverage for professional services rendered as an appraiser. The minimum limit of liability shall be \$1,000,000 per claim, subject to a \$2,000,000 aggregate.

Any deductible applicable to a claim must be noted on the Certificate of Insurance. If the policy is written on a claim made policy form, CONTRACTOR must maintain the insurance for a period of two years from the completion of the contract.

3.3.2.c

During the term of the contract, CONTRACTOR shall provide Public Liability insurance for bodily injury and property damage. The Public Liability insurance shall be written on a comprehensive form and include, without limitation, coverage for premises and operations, completed operations, independent contractors, broad form property damage, blanket contractual and personal injury. The required limits of liability are:

\$2,000,000- General Aggregate
\$2,000,000- Product-Completed Operations Aggregate
\$1,000,000- Personal and Advertising Injury
\$1,000,000- Each Occurrence
\$ 50,000- Fire Damage/Fire
\$ 5,000- Medical Expense/Person

3.3.2.d

Automobile Liability insurance shall be written with a Comprehensive Form and include coverage for owned, hired, and non-owned vehicles. The limit for any one accident or loss shall be \$1,000,000.

3.3.2.e

Insurance Certification: An Insurance certificate shall be required to be filed with the TOWN, certifying coverage and limits of automobile, bodily injury liability, property damage liability and Worker's Compensation.

"The TOWN to be named as Additional Insured on the Insurance coverage named herein for the claims arising out of the COMPANY'S performance of the contract herein".

3.3.2.f

Patent/Copyright Liability: CONTRACTOR shall save the TOWN harmless from any liability of any nature or kind, including costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of this contract.

The TOWN must be named as an Additional Insured on the policy.

3.3.2.g

Defense of TOWN: All insurance companies shall have the duty to defend the TOWN against liability or property damage claims arising from the conduct of CONTRACTOR and/or agents or employees.

3.3.3 Penalties

3.3.3.a

Failure by CONTRACTOR to complete all work prior to the date specified herein, December 30, 2012, shall be cause for a penalty payment by CONTRACTOR, on request of the ASSESSOR, in the amount of TWO HUNDRED FIFTY DOLLARS (\$250.00) per day beyond the specified date of completion. For the purposes of this penalty only, completion of all work no later than December 30, 2012 is defined as follows:

3.3.3.a.i Completed property record cards with all pricing, review and final valuations.

3.3.3.a.ii Final Assessment notices addressed and in envelopes prepared for mailing.

3.3.3.b Penalties due under this clause shall be deducted from the contract price and will represent a fair and equitable estimate of the damages the TOWN will suffer if CONTRACTOR'S work is not completed by December 30, 2012. The TOWN shall have the right to use the funds withheld from each periodic payment to these CONTRACT SPECIFICATIONS to satisfy in whole or in part, this penalty clause. Delays occasioned by strike, explosion, extraordinary acts of nature or an order of court or other public authority are excepted.

3.3.3.c

Bankruptcy, Receivership, Insolvency: If CONTRACTOR, with the result that it does not pay its debts as they become due, or if a receiver shall be appointed for its business or its assets and not voided within 60 days, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, then and forthwith thereafter, the TOWN shall have the right, at its option and without prejudice to its rights hereunder, to terminate the contract.

3.3.3.d

Termination: If either party fails to fulfill in a timely and satisfactory manner their obligations under this agreement, or shall violate any of the covenants, conditions or stipulations of this agreement, which failure or violation shall continue for 30 days after written notice of said failure or violation is received by the offending party, unless the correction of such failure inherently requires a longer period of time and provided further that the applicable party is proceeding diligently to correct the failure, then the opposing party shall thereupon have the right to terminate this agreement by giving written notice to the offending party of such termination and specify the effective date thereof, at least seven (7) days before the effective date of such termination.

In the event of termination, all finished work and documentation, complete and incomplete, shall, at the option of the ASSESSOR, be delivered to them.

CONTRACTOR shall be entitled to the release of the performance bond and to receive just and equitable compensation for any work performed under this agreement completed prior to the date of termination.

Notwithstanding the above, in the event of termination, neither party shall be relieved of liability by virtue of its breach of this agreement.

3.3.3.e

Hold Harmless Agreement: CONTRACTOR shall, at all times, defend, indemnify, protect and save harmless, the TOWN and its officers, agents and employees from any

and all claims or demands for damage for bodily injury, including death or property damages sustained by any party, including officers, agents and employees of CONTRACTOR. Said hold harmless clause shall include, but not limited to investigation, defense and settlement or payment or judgment of any liabilities.

3.3.3.f

Severability: In the event any part of any clause or provision of this contract or contract specifications is judicially determined to be unenforceable, it shall be deemed severable from the remainder of that clause or provision and such remainder shall be binding upon the parties to this contract.

3.3.3.g

Waiver: No action or failure to act by the TOWN shall constitute a waiver of any right or duty afforded it under the contract or contract specifications.

3.3.3.h

Misrepresentation or Default: The TOWN may void this agreement if CONTRACTOR has misrepresented any offering or defaults on any contract with a Connecticut municipality. CONTRACTOR shall, also, immediately notify the TOWN of any claim or case formally brought against CONTRACTOR.

3.4 CHANGES AND SUBLETTING OF CONTRACT

3.4.1 Changes

Changes in these specifications or to the contract will be permitted only upon written mutual agreement of CONTRACTOR and the TOWN.

3.4.2 Subletting

CONTRACTOR shall not assign, transfer or sublet the contract or any interest or part therein, without first receiving written approval from the TOWN. It should be mutually agreed and understood that said consent by the TOWN shall in no way release CONTRACTOR from any responsibility or liability as covered in these specifications and contract.

3.5 COMPLETION DATE AND TIME SCHEDULE

Signing of Contract: Within 30 days after receipt of notice of acceptance by the TOWN of its bid, as possibly revised by negotiations, CONTRACTOR shall execute with the TOWN a contract in the form agreeable to the TOWN and incorporating these contract specifications. Contractor shall commence the revaluation work not later than two weeks after contract signing, and shall continue uninterruptedly in a diligent fashion so as to ensure completion within the schedule of completion dates hereinafter set forth below:

3.5.1 Completion Dates

The following phases of the revaluation must be completed in accordance with the following schedule:

3.6 Time Schedule: The revaluation work will be started no later than February 1, 2011; provided the Town delivers maps, present records with owner's addresses, property transfers and building permits at the convenience of Contractor and will continue in a diligent manner so as to ensure completion within a schedule agreed upon by the Assessor and the contractor.

3.8.2 Delays:

CONTRACTOR shall not be liable for delays caused by reasons of war, strike, explosion, acts of God, order of court or other public authority.

3.9 PAYMENT SCHEDULE

3.9.1 Periodic Payments

Payments shall be made in the following manner:

Thirty (30) days after the execution date of this contract, and at the end of each thirty (30) day period thereafter for the term of this contract, CONTRACTOR will certify in writing to the ASSESSOR the percentage of the total work completed under the contract which CONTRACTOR has performed during the said thirty (30) day period. Such notification will itemize and accurately indicate the extent and nature of work performed by volume, street, and category or in any manner as required by the ASSESSOR. The itemization shall be categorized by each of the "Stages of Completion" listed on the Payment Schedule as shown below.

The TOWN, upon determination by the ASSESSOR that the certification of CONTRACTOR concerning work during said period is accurate, will pay to CONTRACTOR a percentage of the total compensation due under the contract equal to the percentage of work certified as having been completed during said period, less ten percent (10%), which is to be retained by the TOWN for payment to CONTRACTOR at such time that he or she has performed fully and satisfactorily all its obligations, requirements, and litigation under the contract. The retained ten (10%) percent of the contract price is to be paid upon the completion of work of the Board of Assessment Appeals on the October 1, 2012 Grand List in accordance with provisions of Section 3.3.3b of this contract

This contract makes provisions for a reduction of the performance bond to 10% of the contract price so as to ensure the defense of any appeals resulting from the revaluation work.

3.9.3 Stages of Completion

CODE TASK % AMOUNT

	TASK	%	AMOUNT
	Bonding, office set-up	3	
	Data Mailers, Quality Control, Data entry	12	
	Residential Valuation	20	
	Commercial Valuation	15	
	Field review, Data entry	25	
	Notices, Hearings Data Entry	15	
	Finalization, change notices, support of values, goodwill	10	
	TOTALS	100	

4 RESPONSIBILITIES OF CONTRACTOR

4.1 GOOD FAITH

CONTRACTOR shall, in good faith use, its best efforts to assist the ASSESSOR in determining the present true and actual valuations of all real property situated in the TOWN, and shall not undervalue or overvalue any land, building or other property to avoid or minimize its responsibilities specified herein.

4.2 PUBLIC RELATIONS

The parties of this revaluation project recognize that a good public relations program is required in order that the public of the TOWN may be informed as to the purpose, benefits and

procedures of the revaluation program.

CONTRACTOR shall provide reasonable assistance to the ASSESSOR in conducting a program of public information through the press and other media, such as meeting with citizens, service clubs, property owner groups and the Town of Newtown Revaluation Working Committee as a means of establishing understanding and support for the revaluation program and sound assessment administration. CONTRACTOR shall supply visual aids and other media at its disposal to this end. All public releases shall be approved by the ASSESSOR prior to release.

4.3 CONDUCT OF COMPANY EMPLOYEES

As a condition of this contract, CONTRACTOR'S employees shall, at all times, treat the residents, employees and taxpayers of the TOWN with respect and courtesy; CONTRACTOR shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision. A suitable dress code for all employees will also be implemented.

4.4 RECORDS

4.4.1 General Provisions

CONTRACTOR shall provide all record cards, street cards, owner cards, supplies, equipment, forms, literature, notices and papers to be used in this project at no additional cost to the TOWN.

4.4.2 Records are TOWN Property

The original or a copy of all records and computations, including machine readable databases, made by CONTRACTOR in connection with any appraisal of property in the TOWN shall, at all times, be the property of the TOWN and, upon completion of the project or termination of this contract by the TOWN, shall be left in good order in the custody of the ASSESSOR. Such records and computations shall include, but not be limited to:

4.4.2.a Assessor's Maps (paper or GIS);

4.4.2.b Land Value Maps;

4.4.2.c Materials and Wages, Cost Investigations and Schedules;

4.4.2.d Data Collection Forms, Listing Cards, Property Record Cards with property valuations and sketches;

4.4.2.e Capitalization Rate Data;

4.4.2.f Sales Data;

4.4.2.g Depreciation Tables;

4.4.2.h Computations of land and/or building values;

4.4.2.i All letters of memoranda to individuals or groups explaining methods used for appraisals;

4.4.2.j Operating statement of income properties;

4.4.2.k Duplicated notice of valuation changes;

4.4.2.l Database of all property records, CAMA system, and integration with administrative system.

4.4.2.m In addition, throughout the conduct of said revaluation, any criteria, guidelines, price schedules or statement of procedures used in such revaluation by the Contractor shall be available by contractor for public inspection in the Assessor's office and shall be available thereafter, all in accordance with Section 12-62 (c) of the Connecticut General Statutes.

4.4.3 ASSESSOR'S Records

CONTRACTOR shall use a system approved by the ASSESSOR for the accurate accounting of all records and maps, which may be taken from the ASSESSOR'S office in conjunction with this project. All such records and maps shall be returned immediately following their use. None of the ASSESSOR'S records shall be taken outside the Newtown Town Hall without prior written permission of the ASSESSOR.

The ASSESSOR will permit CONTRACTOR to copy all residential building sketches from existing field cards, together with the outside dimensions of all auxiliary buildings such as garages, barns, sheds, and swimming pools. CONTRACTOR will be permitted to copy and

sketch all commercial and industrial properties, which are presently outlined on existing ASSESSOR's field cards.

4.4.4 Property Record Cards (Street Cards)

CONTRACTOR shall complete and file by Map order, Property Record Cards, commonly referred to as "Street Cards" or "Field Cards". These cards shall contain all manner of information affecting value, including but not limited to, information as to location of property, classification as to usage, owner of record, source of title, size, shape and physical characteristics of land, with the breakdown of front feet, square feet or acreage as applicable, along with the unit of value applicable to each, public utilities available, public improvements, census tract number, zoning regulations in effect as of the assessment date. All physical improvements shall be listed giving all interior and exterior construction details, quality of construction, age, condition, replacement values, percent of physical, functional and economic depreciation, depreciated values, fair market value and 70% assessment value will be shown. A computer-generated sketch of all buildings, with the appropriate scale of such sketch, shall also be shown on these cards. The "Street Cards" or "Field Cards" will contain a digitized photo of each house.

4.5 ASSESSMENT NOTICES

At the close of the PROJECT, a notice shall be sent, at CONTRACTOR'S expense by first class mail, to each property owner of record, setting forth the valuation that has been placed upon the property identified in the notice, prepared on a form approved by the ASSESSOR.

CONTRACTOR will provide the needed information for the notice. Also enclosed with such notice shall be information specifying the dates, times and places of the informal public hearings and information describing the property owner's right to appeal the valuation of his property, including the manner in which an appeal may be filed with the Board of Assessment Appeals. Such notices shall be subject to approval by the ASSESSOR in accordance with Connecticut General Statutes.

The Company shall, at its own expense, send out an additional notice for real property classified under C.G.S.A. § 12-107c (farm land), § 12-107d (forest land and § 12-107e (open space). At that same time, the company should be prepared to make data available via the Web so that taxpayers can log in and review properties on-line.

4.6 INFORMAL PUBLIC HEARINGS

At a time mutually agreeable to the ASSESSOR and CONTRACTOR and following completion of all review work by the ASSESSOR and CONTRACTOR, CONTRACTOR shall hold public hearings so that owners of property or their legal representative may appear at specified times to discuss, with qualified members of CONTRACTOR'S staff, the valuations of their property. CONTRACTOR'S personnel shall explain the manner and methods of arriving at value. Informal public hearings, at the ASSESSOR's discretion, may be held on weeknights and Saturdays.

CONTRACTOR, in conjunction with recommendations of the ASSESSOR, shall schedule a sufficient number of hearings and provide sufficient personnel to handle said hearings expeditiously and fairly. Any information offered by the taxpayer or their legal representative shall be given consideration, and an adjustment shall be made where warranted. The public hearings shall be completed by December 21, 2012.

CONTRACTOR shall keep a record, on a form approved by the ASSESSOR, of all owners that requested a hearing and the result of that hearing. A copy of those records shall be given to the ASSESSOR.

CONTRACTOR shall require each person, or his or her legal representative, who appears at a hearing to sign a form indicating whether or not CONTRACTOR shall reinspect the property being questioned; such decision to reinspect to be at the reasonable discretion of CONTRACTOR. Any such reinspection shall be made as soon as possible. This form shall be approved by the ASSESSOR and provided by CONTRACTOR. The completed and signed forms shall be turned over to the ASSESSOR at the conclusion of the hearings.

CONTRACTOR shall, at its expense by first class mail, notify each taxpayer that has appeared at an informal public hearing of the results said notice of results to be approved by the Assessor.

CONTRACTOR shall be responsible for sending notice, by First Class mail at CONTRACTOR'S expense, to each taxpayer or his or her legal representative who appears at these hearings seeking review of valuation. Such notice shall include the original valuation determined by CONTRACTOR and any adjusted valuation as deemed appropriate based on any information received at such hearing, or a statement that no change is warranted. Such notice shall be subject to approval by the ASSESSOR and shall contain information describing the property owner's rights to appeal the valuation, including the manner in which an appeal may be filed with the Board of Assessment Appeals.

4.7 BOARD OF ASSESSMENT APPEALS

4.8 Board of Assessment Appeal: Contractor will have a qualified member or members of its staff with firsthand knowledge of the project and Contractor's duties under the contract, available upon request, for attendance at any deliberations of the Board of Assessment Appeals held after the completion of the revaluation, Sundays excluded, to assist in the settlement of complaints and to explain the valuations made; but such availability and attendance shall not be required after the date for the completion of the duties of the Board Assessment Appeals with respect to the October 1, 2012 Grand List, or for one complete calendar year beyond completion of the revaluation, whichever comes first.

4.9 Litigation: In the event of appeals to the courts, Contractor will furnish a competent witness/witnesses with firsthand knowledge of this project and Contractor's duties under the contract to defend the valuation of the properties appraised; it being understood that Contractor shall furnish said witness/witnesses on any court action for a per diem rate of _____. dollars. Contractor will provide supporting data, including written appraisals if deemed necessary by the Assessor, for any said court appeals. Contractor will also comply with any request by the Town to answer any interrogatories, provide witnesses for depositions or to otherwise participate in the discovery process pertaining to any litigation described in the first sentence in this paragraph. **The contract will include the first five days of litigation support.** Contractor shall not be held responsible for any assessments changed from the original revaluation figure by parties other than Contractor, unless the figure determined by Contractor was unreasonable, unsupportable or erroneous in the view of the Assessor.

4.10 INFORMATION

4.10.1 Information to TOWN

CONTRACTOR shall give to the ASSESSOR any and all information requested pertaining to the project for a period of one (1) year after completion of the duties of the Board of Assessment Appeals on the October 1, 2012 Grand List, without any additional cost to the TOWN.

5 BUILDING COST SCHEDULES

5.1 General

CONTRACTOR shall prepare for usage in the project as hereinafter specified, building cost schedules. These schedules will reflect the unit-in-place method based upon the square foot or cubic foot area of buildings as applicable. These schedules shall be used in computing the replacement cost in the TOWN for all residential, commercial, industrial, and farm construction. They shall reflect the wage scale for the various trades, labor efficiencies, overhead, profit, engineer and architect fees and all other direct and indirect costs of construction. Before final acceptance, they shall be proven by testing against known sales. All finalized schedules shall be approved by the ASSESSOR before adoption and usage by CONTRACTOR.

5.2 Types of Cost Schedules

5.2.1 Residential

Residential cost schedules shall include schedules for various classifications, types, models, and

story heights on a per square foot basis, normally associated with residential buildings. The schedule shall be flexible with special sections reflecting the various additions and deductions for construction components from the base specifications, along with prices for different types of heating systems, bathrooms, porches, breezeways, attached, detached, and basement garages, and finished basements and schedules for other building improvements usually found on residential property including, but not limited to, in-ground swimming pools, barns, sheds, tennis courts, gazebos, and hot tubs.

5.2.2 Commercial

Commercial building cost schedules shall be prepared in unit costs of material in place and charted on a per square foot basis, and shall be prepared for various story heights and contain all the additions and deductions for construction components from base specifications.

5.2.3 Industrial and Special Structures

Cost schedules for industrial and special purpose structures shall be prepared in unit costs of material in place and charted on a per square foot basis, and shall contain all the additions and deductions for construction components from base specifications.

5.2.4 Farm

Cost schedules for farm structures shall be prepared for square foot and cubic foot costs for various types of farm buildings including, but not limited to, barns, sheds, silos, milk houses, coops, etc.

Cost schedules for the afore-mentioned must be supported by a recognized valuation publication company such as Marshall and Swift, Means, etc.

5.3 Depreciation Schedules

Depreciation schedules or methods to be used in determining the amount of depreciation, shall reflect the normal and accepted depreciation rates of buildings according to classification.

These schedules or methods shall cover residential, commercial, industrial, and farm buildings and shall be approved by the ASSESSOR.

5.4 Schedule for TOWN

CONTRACTOR shall supply and leave for the TOWN not less than three (3) copies of all the above required building cost schedules and depreciation schedules for the TOWN'S usage, one copy of which shall be turned over to the ASSESSOR upon approval of the schedules.

6 APPRAISAL SPECIFICATIONS

6.1 Appraisal of Land

CONTRACTOR shall appraise all land within the TOWN: including residential, vacant, commercial, industrial, agricultural, special use, public utility, and tax-exempt.

6.1.1 Land Value Study

Land shall be valued on the basis of an analysis of all sales data occurring during the two-year period prior to October 1, 2012. The analysis and application of sales data shall be governed by procedures and techniques expressly approved by the ASSESSOR. CONTRACTOR shall make a careful investigation of this data and shall consult owners, realtors, banks and other sources for information relative to sales of properties within the TOWN. All factors affecting the final values of land shall be considered, such as location, zoning, inland wetlands, topography, soil condition, utilities, size, vacancy, form of ownership, non-conforming uses, and zoning variances.

Non-conforming uses and zoning variances shall be considered in establishing values. A brief description of each lot or parcel of land, together with the valuation computations, shall be entered on the field record card.

6.1.2 Land Value Inspection

CONTRACTOR will make necessary adjustments in value to compensate for topographical irregularities such as high banks, steep slopes, swamps, irregular shapes or anything else which may detract from the usefulness of the land. Non-conforming uses and zoning variances shall be considered in establishing values.

6.1.3 Land Value Unit

CONTRACTOR shall prepare land unit values by front foot, square foot, acreage or fractional acreage; whichever in the judgment of CONTRACTOR and ASSESSOR most accurately reflects the market for the appraised land.

6.1.4 Land Value Map

CONTRACTOR shall delineate the land value units on all streets and acreage in the TOWN on a suitable map to be provided by the TOWN. The land value map shall be returned to the TOWN prior to the completion of the PROJECT.

6.1.5 Neighborhood Delineation

After consideration of the environmental, economic and social characteristics of the TOWN, CONTRACTOR shall, with the cooperation and approval of the ASSESSOR, delineate "neighborhood" units within the TOWN. Each neighborhood unit will, in CONTRACTOR'S opinion, exhibit homogenous characteristics. Each neighborhood unit will be assigned a separate identification code, which will be used for valuation. These neighborhood codes shall be recorded and maintained on all property record cards and the computer database.

6.2 APPRAISAL OF RESIDENTIAL BUILDINGS AND STRUCTURES

6.2.1 Data Mailers (Optional)

To ensure public confidence, taxpayers must play an active and important role in monitoring the quality of the data to be used as the basis of this revaluation. CONTRACTOR, as a quality check of the existing CAMA database, shall at their expense, prepare and send out a data mailer to every owner of each parcel of property within the TOWN. Included with these data mailers a cover letter will be included which explains the purpose and content of the mailer.

CONTRACTOR shall work with the Assessor to ensure that these properties that have questions, are reviewed for accuracy by virtue of the best available information including, a field review of the property.

Should the data mailer indicate the need for correction, the Contractor shall physically inspect the premises prior to correcting the data base.

The format and content of the data mailer, as well as the cover letters, shall be subject to approval by the ASSESSOR. The data mailers shall include, but not be limited to, the following information:

Property type classification Number of bedrooms

Parcel Size Number of bathrooms

Zoning Number of bathroom fixtures

Utilities Type of heating fuel

Building style Type of heating system

Exterior wall material Central air conditioning

Roof style and composition Finished basement

Interior wall covering Garage type

Interior floor covering Number of fireplaces

Total number of rooms Year built

Outbuildings Pool, Pool Houses

Renovations/additions

CONTRACTOR shall be responsible for making any corrections to the existing CAMA database as a result of the returned data mailers and the Contractor shall field inspect such properties as the Assessor shall require prior to making the corrections shown on the returned data mailers.

The Town requests that this cost be broken out separately, should they decide not to take this option. Optional methods for gaining taxpayer feedback will be considered especially if they involve a cost savings to the Town. The Town also requests that the exterior photos of each property be broken out separately, should they decide not to take this option.

6.2.2 Exterior Field Review

6.2.2.a All properties shall be reviewed in the field by CONTRACTOR's personnel qualified as reviewers as previously prescribed in these specifications.

The properties shall be reviewed for classification, final value, and to assure that they are correlated to comparable properties. The ASSESSOR shall be notified of the dates of review and be entitled to accompany the reviewers during this phase of the revaluation.

6.2.2.b Field Recording: Physical data and characteristics of the land parcel shall be observed in the field and recorded.

6.2.3 Pricing and Valuations

Pricing and valuations of all land and buildings must reflect the present true and actual value as of October 1, 2012, and shall be done from and in accordance with the previously approved manuals and schedules.

The final valuation shall be the true and actual value of the structures plus the true and actual value of the land. In arriving at the true and actual value of the structures, replacement cost new less depreciation from all causes may be considered along with other factors affecting the value of the property, all of which shall be noted on the property record card.

6.3 APPRAISAL OF COMMERCIAL, INDUSTRIAL, PUBLIC UTILITY, AND SPECIAL PURPOSE PROPERTIES

6.3.1 General

All commercial, industrial, public utility and special purpose buildings shall be classified, priced and reviewed in the same manner as residential properties, as set forth previously in these specifications.

6.3.2 Income Approach

Income and expense data gathered by the TOWN shall be utilized by CONTRACTOR for income producing and, where appropriate, owner-occupied properties. Any income and expense data with accompanying summary reports and rent schedules shall become property of the TOWN. All information filed and furnished with Income and Expense report shall not be a public record and is not subject to the provisions of Section 1-200 et seq. (Freedom of Information) of the Connecticut General Statutes. From these returns and other data sources, such as field investigations and interviews, CONTRACTOR will establish market or economic rent and expenses for income producing properties. CONTRACTOR shall also develop capitalization rates by investigating sales and income data. Rates shall be established for the various classes of property and checked by bankers, investors and appraisers to ensure their accuracy. When the rates and methods have been approved by the ASSESSOR, CONTRACTOR shall perform the income approach using both actual and economic income and expenses. CONTRACTOR shall be responsible for entering all income data into the CAMA system.

6.3.3 Review

All final reviews and inspections shall be made in the same manner and for the same purpose as prescribed for residential properties. The reviewer shall be completely trained and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building; the final value of which he or she is responsible.

6.4 CONTROL AND QUALITY CHECKS

6.4.1 Field Checks

The ASSESSOR shall spot check in the field, properties picked at random by him/her with or without the appropriate CONTRACTOR'S supervisor.

6.4.2 Building Permits

The ASSESSOR shall screen and make available on a timely basis to CONTRACTOR, copies of all building permits issued during the course of the revaluation to allow the inclusion of all new construction, additions, and remodeling in CONTRACTOR'S appraisals.

6.4.3 Incomplete Construction

CONTRACTOR shall code as unfinished construction all property cards which appear to have incomplete improvements on the October 1, 2012 Grand List. The street card shall show the percentage of completion, based upon a schedule approved by the ASSESSOR, and reflect the percentage of completion in the valuation.

6.4.4 Sales Analysis

Sales analyses of properties shall be performed as a means of sustaining the values derived. These analyses shall be done on the aggregate of all residential properties and on each of the neighborhoods previously delineated. The sales analyses shall include, at a minimum, sales ratios and coefficients of variance and dispersion. Any additional requests for sales analyses by the ASSESSOR shall also be performed.

6.4.5 Performance Based Revaluation Standards: All fair market values that are developed by the CONTRACTOR must meet the Performance Based Testing Standards developed by the State of Connecticut Office of Policy and Management in accordance with Section 12-62i of the Connecticut General Statutes.

7 RESPONSIBILITIES OF THE TOWN

7.1 Nature of Service

It is clearly understood and agreed that the service rendered by CONTRACTOR are in the nature of assistance to the ASSESSOR and all decisions as to proper valuation shall rest with the ASSESSOR.

7.2 Cooperation

The ASSESSOR, TOWN, and its employees will cooperate with and render all reasonable assistance to CONTRACTOR and its employees.

7.3 Items Furnished By the Town

The TOWN shall furnish the following:

7.3.1 Maps

The TOWN shall furnish one (1) set of the most up-to-date TOWN Tax Maps that are currently available showing streets, and property lines and boundaries.

7.3.2 Land Dimensions

The TOWN will make available lot sizes and total acreage to CONTRACTOR of all pieces of property where the map or present records fail to disclose measurement or acreage.

7.3.3 Zoning

The TOWN will provide current TOWN zoning regulations and zoning maps.

7.3.4 Existing Property Record Cards

The TOWN will make available the present field cards.

7.3.5 Property Transfers

The TOWN shall notify CONTRACTOR, on a regular basis, of property splits and transfers occurring after the initial creation of the revaluation database by CONTRACTOR. CONTRACTOR shall the revaluation database as necessary.

7.3.6 Building Permits

The TOWN shall make available copies of all building permits issued during the course of the revaluation project up to October 1, 2012.

7.3.7 Signing of Communications

The TOWN shall sign, by the ASSESSOR or Assessor's designee, communications to be mailed at CONTRACTOR'S expense, for the purpose of contacting a property owner for inspection of the property.

7.3.8 Mailing Address

The TOWN shall make available through the ASSESSOR'S or Tax Collector's Office the current mailing address and other relative data that exists on the administrative program for all property owners.

7.3.9 Office Space

The TOWN shall furnish to CONTRACTOR sufficient office space to carry out the terms of this contract. The TOWN shall provide installation of a telephone line and CONTRACTOR shall be responsible for all monthly charges on such lines for the duration of the project.

7.3.10 Media

The TOWN shall have information above available on computer disk for the purposes of creating a legal file on CONTRACTOR's computers during the initial stages of revaluation.

7.3.11 Obligation to Keep Current

The TOWN shall continuously and currently the information specified above.

7.3.12 Sales Information

The TOWN shall continuously and currently provide copies of all sales information available to it with respect to transfer of parcels.

8 TRAINING

8.1 Personnel: The Assessor shall determine the individuals and the amount of training each individual shall receive. If more than one person is receiving training at the same time, the training time shall be calculated as if one person is receiving training.

8.2 Location: All training shall take place on the TOWN'S computer hardware within the TOWN, unless both the TOWN and CONTRACTOR agree to an alternate training site or computer hardware.

8.3 Documentation: CONTRACTOR will provide a detailed user manual for the CAMA software and Grand List production interface.

9 TRANSMITTAL OF DELIVERABLES TO THE ASSESSOR

9.1 Records

Regular periodic delivery of appraisals and other information required under this agreement, as completed, and in accordance to a schedule hereinabove set forth or agreeable to the ASSESSOR shall be made to the ASSESSOR for his review. All appraisals of buildings, either complete or under construction, shall be completed as of October 1, 2012. All completed and/or corrected records shall be turned over to the ASSESSOR as of December 30, 2012. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were first inspected in order that the final appraisal of property shall be appraised as of October 1, 2012.

This information and/or appraisals and records shall not be made public until after the informal public hearings, except to the extent public access may be compulsory under provisions of applicable law.

It is understood and agreed that the Revaluation of properties covered by this contract shall meet or exceed the standards as outlined in the Connecticut Performance Based Revaluation Standards and Certification of Revaluation (Connecticut General Statute's sec. 12-62I-1 to 12-62I-7), shall be acceptable to the ASSESSOR and shall conform to the procedures and technical requirements of the ASSESSOR and, at least weekly, Contractor shall meet with said ASSESSOR to discuss the progress and various other details of the project.